

## **BUCKY DENT GYMNASIUM:**

## RENTAL POLICY

All renters must provide proof of a liability policy that has a minimum coverage of \$1,000,000, naming the City of Hialeah as additionally insured.

## **CONDITIONS OF RENTAL**

- **1.** The CITY agrees to provide space at the Bucky Dent Gymnasium at 2250 West 60 Street, Hialeah, Florida to the Name of Rentee.
- 2. One hundred dollars per hour plus employee costs.
- **3.** Insurance to be provided or purchased two weeks in advance of start date for tournament.
- **4.** Bracket to be provided by tournament coordinators upon completion of team registrations.
- 5. All parking will be provided in the north parking lot which can be accessed via W. 60<sup>th</sup> St.
- **6.** The Department of Parks and Recreation will provide cleanup personnel during the duration of the tournament on each scheduled date.
- 7. Formal reservations must be made in person with Mr. Axel Ortiz, at Bucky Dent Park located at 2250 West 60 Street, Hialeah FL, 33016, (305) 818-9168, and between the hours of 2:00 pm 9:00 pm, Monday through Friday.
- **8.** Payment shall be in the form of cash, cashier's check, personal check, or money order payable to the City of Hialeah.

- **9.** Callcellation of the above dates will be above dates will be recognized only when notification is submitted in writing and/or via email by Name of Rentee to the CITY at least two weeks prior to the rental of Bucky Dent Gymnasium. If the CITY is not advised two weeks prior to the event, the CITY shall retain the amount of the canceled rental (s).
- **10.** All rentals are limited to 12 months in advance.
- **11.** Concession operations will be handled by the City of Hialeah unless Name of Rentee agrees to a fee of \$250.00 for concessions rights.
- **12.** Tailgating in the parking lot at Bucky Dent Park is strictly prohibited.
- **13.** No vehicles are allowed inside the softball complex at any time excluding emergency personnel.

No security staff will be used in the stadium except Hialeah Police Officers. Name of Rentee will be responsible in making arrangements directly with the Hialeah Police Department (Extra-Duty Division) through Mrs. Natalie Ruiz, at (305) 953-5390, at least three weeks prior to the rental.

- **14.** CITY shall have the right to refuse such activities that pose a security or liability problem.
- **15.** CITY may refuse to rent to anyone whose previous use of the softball complex has been unsatisfactory.
- **16.** No gas or charcoal grills are allowed in Bucky Dent Gymnasium and/or Bucky Dent Park.
- 17. The Name of Rentee guarantees that no damage will be done to the subject of the softball complex and the Name of Rentee and the CITY are to insure that it is returned in the same condition as it was accepted and will inspect it jointly.
- **18.** The Name of Rentee shall pay the CITY for the cost of any repair, rehabilitation, damage, correction, replacement or restoration of the premises or to defray any other unusual but reasonable expense borne by the City as a consequence of this USE Agreement.
- 19. The Name of Rentee shall be responsible for removing all decorations used during the event.
- **20.** CITY shall furnish electricity for ordinary use, water for reasonable purposes and restroom supplies.
- **21.** CITY retains the right to terminate this Agreement without notice for any reason or no reason at all.
- **22.** The Name of Rentee shall be responsible for providing their own supply of ice during their rental.

- **23.** The Name of Rentee shall indemnify and save the CITY, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and cause of action which arise out of or in connection with the Name of Rentee activities under this agreement, including all NEGLIGENT or intentional acts or omissions to act on the part of The Name of Rentee or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities insured in the defense of any claims or in the investigation thereof.
- **24.** The Name of Rentee agrees to carry Liability Insurance Coverage in the amount no less than \$1,000,000 combined single limit coverage for property damage and bodily injury. The Name of Rentee shall have its insurer name the CITY as an additional insured on its General Liability policy. It is understood that the CITY is not responsible for personal injury or property damage or any loss to the Name of Rentee, its personnel or property during the term of this agreement. Insurance provided by the Name of Rentee must provide coverage for personnel and customers attending performances, and individuals on the premises as acquaintances or friends of the Name of Rentee from liability for loss, damage, injury and claims, whether to person or property, arising incident to the Name of Rentee use of the premises and agrees to hold the CITY harmless from any damage sustained by it or any of its agents, employees or invited guests, including the patrons during use.
- **25.** Proof of insurance is due two weeks prior to the dates reserved.